

Broadland District Council

and

Norwich City Council

and

South Norfolk Council

and

Norfolk County Council

and

New Anglia Local Enterprise Partnership

Joint Working Agreement

For the Creation of a

Greater Norwich Growth Board

THIS AGREEMENT is made the

day of

2014

BETWEEN

BROADLAND DISTRICT COUNCIL

AND

NORWICH CITY COUNCIL

AND

SOUTH NORFOLK COUNCIL

AND

NORFOLK COUNTY COUNCIL

THE NEW ANGLIA LOCAL ENTERPRISE PARTNERSHIP ("LEP")

WHEREAS

1. Broadland District Council, Norwich City Council, South Norfolk Council and Norfolk County Council are the Local Authorities for the Greater Norwich area. New Anglia LEP is the Local Enterprise Partnership for Norfolk and Suffolk.
2. The afore-mentioned Local Authorities and the Local Enterprise Partnership are hereafter referred to as '**the parties**'
3. The parties have agreed to work together to establish a Greater Norwich Growth Board overseeing the delivery of the Greater Norwich Growth Programme.
4. The parties intend that such arrangements for the Greater Norwich Growth Board shall be an effective mechanism for joint management of the Greater Norwich Growth Programme.

IT IS HEREBY agreed as follows:-

1 Interpretation

- 1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:-

"The Agreement" means this Agreement comprising the terms and conditions together with the Schedules hereto.

"The Commencement Date" means the date on which this Agreement is executed by the parties.

"The Constitution" means the constitution of the Greater Norwich Growth Board as set out in Schedule A to this Agreement.

"The GNGB Board" or **"Board"** means the representatives of the parties appointed to the Board.

"Programme" means the Greater Norwich Growth Programme developed by the GNGB in accordance with this Agreement as approved annually by Broadland District Council, Norwich City Council, South Norfolk Council, Norfolk County Council and the LEP.

"SEP" is the New Anglia Strategic Economic Plan that sets out the economic vision for Norfolk and Suffolk until 2025.

"City Deal" is the agreement signed in December 2013 between central government and the parties.

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.
- 1.3 Words importing the singular include the plural, words importing any gender include every gender, words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.
- 1.4 Reference to Clauses and Schedules are references to clauses and schedules of this Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.
- 1.5 The Clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.

2 Term

- 2.1 This Agreement shall come into effect on the Commencement Date and shall continue in force in respect of the parties until such time as the parties so agree, unless this Agreement is terminated earlier in accordance with its terms.
- 2.2 Should one or more of the parties wish to leave the Greater Norwich Growth Board then they can do so. However the following will apply:
 - 2.2.1 Local authorities can only leave the Greater Norwich Growth Board on the 31 March each year.
 - 2.2.2 At least one calendar year's notice must be given in writing of the wish to leave. This timeframe recognises that there may be a need to organise other funding streams.
 - 2.2.3 When a local authority wishes to leave, the costs and funding of projects which have been attributed to them, including on-going

costs of borrowing will be calculated as at the date of exiting. The party/parties will have to repay any excess funding they have received along with their contribution of any on-going costs of borrowing. Should a situation arise where a local authority has made a larger contribution the Greater Norwich Growth Board will repay the party/parties, in some cases this may necessitate borrowing by Norfolk County Council to raise the funds.

3 General Principles

- 3.1 This Agreement has been entered into by the parties to establish a Greater Norwich Growth Board comprising representatives of each of the parties.
- 3.2 The parties will work together in good faith and in an open, co-operative and collaborative manner for the duration of this Agreement. The parties' members and officers will work together in the spirit of mutual trust in order to endeavour to procure the successful implementation of the Greater Norwich Growth Programme.
- 3.3 Board meetings will be held in public providing an open forum for debate and decision.
- 3.4 All Board papers, technical reports that support decision making and scheme business cases will be made publicly available, including publication on a suitable website.
- 3.5 Clear policies on conflict of interest and hospitality will be adopted by the Board.
- 3.6 The parties and the Board shall comply with The Code of Recommended Practice for Local Authorities on Data Transparency.
- 3.7 Costs associated with the Board, (including all administrative and secretarial support) and any costs incurred by any member of the Board on behalf of the Board (having been approved beforehand by the Board), shall be shared equally between the parties. Members expenses/allowances for attending Board meetings will be met by the individual parties.

4 Status of this Agreement

- 4.1 The parties agree that this Agreement shall take the form of a legally binding contractual relationship and shall from the Commencement Date be construed accordingly.

5 Greater Norwich Growth Board - Representation

- 5.1 The parties agree to constitute the Board to discharge its functions on the terms set out in the Constitution.

- 5.2 In appointing a representative to the Board, Broadland District Council, Norwich City Council, South Norfolk Council and Norfolk County Council will, unless there are overriding reasons to the contrary, appoint as their representatives, a member of the cabinet (or equivalent for Norfolk County Council) of each Authority. The LEP shall appoint, so far as possible, a business representative who is not an elected representative of a local authority.
- 5.3 Insofar as any representative requires authority from his/her appointing body to attend and take part in the meetings of the Board and in any decisions required of the Board, **in accordance with the Business Plan**, each party hereby confirms that it has delegated all such powers to its appropriate representative (or equivalent for Norfolk County Council) or otherwise authorised such action.
- 5.4 The parties agree to keep the membership of the Board under review and to consider from time to time the addition of other bodies or organisations who may contribute to the achievement of the aims and objectives of the Board. Any changes to the membership or constitution shall only be by agreement of all the parties.

6 Functions of the Greater Norwich Growth Board

- 6.1 The functions of the Greater Norwich Growth Board include the following:
- *To provide strategic direction, monitoring and coordination of both the city deal and wider growth programme for the Greater Norwich area. It will have representation on, and links with, the Business Growth Programme Operational Board and the Employment and Skills Strategy Board*
 - *Implement an annual Greater Norwich Growth Programme (business plan) agreed by the parties*
 - *To take account of the New Anglia LEP Strategic Economic Plan and the Greater Norwich City Deal and ensure alignment with the Programme*
 - *Monitor progress of delivery and spend including reviewing the programme risks and risk mitigation measures*
 - *Secure the co-operation of all parties*
 - *Identify, lobby for, secure and coordinate funds*
 - *Receive reports/recommendations from the Greater Norwich Strategic Planning Group as and when required*

7 Greater Norwich Growth Programme

- 7.1 Broadland District Council, Norwich City Council, South Norfolk Council, Norfolk County Council and the New Anglia LEP shall develop and approve the Greater Norwich Growth Programme.

- 7.2 The Programme will be assessed annually. The annual Programme will set out the financial implications for income and expenditure for the forthcoming year; the cumulative financial impact of funding decisions on the Programme given funding and borrowing commitment from earlier years; and will take account of the long-term financial implications for the end of the programme period i.e. 2026.
- 7.3 The Councils will approve the Greater Norwich Growth Programme at least annually. The Programme shall be published on a suitable website.

IN WITNESS hereof the parties hereto have executed this Agreement as a Deed the day and year first written

The Common Seal of Broadland)
District Council was affixed hereto)
in the presence of the undersigned)
authorised signatory)

Authorised Signatory

The Common Seal of Norwich)
City Council was affixed hereto)
in the presence of the undersigned)
authorised signatory)

Authorised Signatory

The Common Seal of South Norfolk)
Council was affixed hereto in the)
presence of the undersigned)
authorised signatory)

Authorised Signatory

The Common Seal of Norfolk)
County Council was affixed hereto)
in the presence of the undersigned)
authorised signatory)

Authorised Signatory

Signed as a Deed by the Local)
Enterprise Partnership)

Director

Director/Secretary

Schedule A
Greater Norwich Growth Board
Constitution

This Constitution has been approved by Broadland District Council, Norwich City Council, South Norfolk Council, Norfolk County Council, and New Anglia Local Enterprise Partnership ("the parties") as the Constitution of the Greater Norwich Growth Board.

1 Establishment of the Greater Norwich Growth Board

1.1 The Board shall discharge the functions of the Greater Norwich Growth Board in the manner set out in this Constitution.

2 Objectives

2.1 The functions and objectives of the Greater Norwich Growth Board are as set out in paragraph 6 of the Joint Working Agreement.

3 Membership and Appointment of the Board of the Greater Norwich Growth Board

3.1 The Board shall comprise 5 members, one being appointed by each of the parties. In appointing representatives to the Board, Broadland District Council, Norwich City Council, South Norfolk Council and Norfolk County Council will, unless there are overriding reasons to the contrary, appoint as its representative a member of the cabinet (or equivalent for Norfolk County Council) of the Authority. The LEP shall appoint, so far as possible, a business representative who is not an elected representative of a local authority.

3.2 All appointments to membership of the Board shall be made by notification in writing from the Chief Executive of the appointing Party.

3.3 Each Party may appoint an alternate (or substitute) member (based on the scheme of substitution of each of the parties) of the Board.

3.4 Membership of the Board shall cease in the event that the member ceases to be a member of his/her Authority or the LEP.

4 Chair and Vice-Chair of the Board

- 4.1 At the first meeting of the Board and thereafter at its annual meeting the Board shall elect a Chair and Vice Chair from among its members on a rotating basis.
- 4.2 The Chair and Vice Chair should not be from the same appointing body and will serve for a 12 month period or when
 - 4.2.1 A new Chair is elected in accordance with Paragraph 4.1 above,
 - 4.2.2 He/she ceases to be a member of the Board, or
 - 4.2.3 He/she resigns from the office of Chair or Vice-Chair.
- 4.3 Where a casual vacancy arises in the office of Chair or Vice-Chair of the Board, the Board shall at its next meeting elect a Chair.
- 4.4 Where, at any meeting or part of a meeting of the Board, both the Chair and Vice Chair are absent or unable to act as Chair the Board shall elect one of the local authority members to preside for the whole or the balance of that meeting.

5 Secretary to the Board

- 5.1 The Secretary shall be an officer of the appointing body of the Chair appointed by the Board for this purpose.
- 5.2 The Secretary shall support the Board.
- 5.3 The functions of the Secretary shall be -
 - To maintain a record of membership of the Board.
 - To maintain the Forward Plan.
 - To summon meetings of the Board in accordance with paragraph 6 below.
 - To prepare and send out the agenda for meetings of the Board in consultation with the Chair and the Vice-Chair.
 - To keep a record of the proceedings of the Board.
 - To take such administrative action as may be necessary to give effect to decisions of the Board.
 - Such other functions as may be determined by the Board.
 - Maintain a register of Board member interests.

6 Convening Meetings of the Board

- 6.1 Meetings of the Board shall be held at such times, dates and places as may be notified to the members by the Secretary being such time, place and location as -

- 6.1.1 the Board shall from time to time resolve
- 6.1.2 the Chair of the Board or if he/she is unable to act, the Vice-Chair, shall notify to the Secretary, or
- 6.1.3 the Secretary in consultation where practicable with the Chair and Vice Chair shall determine in response to receipt of a request in writing addressed the Secretary -
- from and signed by any member of the Board, or
 - from the Chief Executive of any of the parties
- which request sets out an urgent item of business within the functions of the Board.
- 6.1.4 the Secretary shall settle the agenda for any meeting of the Board after consulting with the Chair.

7 Procedure at Meetings of the Board

- 7.1 The Board shall, unless the member presiding at a meeting determines otherwise, conduct its business in accordance with the Rules of the Council in whose premises the meeting is held except insofar as may be specified to the contrary in this Constitution.
- 7.2 A meeting of the Board shall be inquorate and shall not be able to discharge any business unless all members of the Board are present.
- 7.3 Decisions and recommendations of the Board shall be unanimous.
- 7.4 The Board shall comply with The Code of Recommended Practice for Local Authorities on Data Transparency.

8 Attendance at Board Meetings

- 8.1 The following are the officers who shall have a right of attendance
- the Chief Executive of any of the parties, or their representative
 - the Chief Finance Officer of the parties, or their representative
 - the Monitoring Officer of the parties, or their representative
 - the officers of each party required to advise the board on specific matters included on the agenda
- 8.2 Notwithstanding that a meeting or part of a meeting of the Board may not be open to the Press and public, the officers specified in Paragraph 8.1 above of each appointing Party shall be entitled, in person or by another officer nominated by that officer, to attend all, and all parts, of

such meetings, unless the particular officer has a conflict of interest as a result of a personal interest in the matter under consideration.

8.3 The meetings of the GNGB will be held in public.

9 Register of Interests and Conflict of Interest

9.1 The Secretary shall maintain a register, available for public inspection, containing a record of the relevant interests of each of the members of the Board. In determining whether an interest should be declared and recorded the principles set out in the **[Local Government Code of Conduct]** shall apply.

10 Amendment of this Constitution

This Constitution can only be amended by agreement of all the parties.